



THE CITY OF NEW YORK
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March 31, 2008

BY ECF

Honorable Allyne R. Ross
United States District Judge
Eastern District of New York
United States Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Tyrone Swinton v. Kevin Adams, et al., 07-CV-2274 (ARR)(RML)

Your Honor:

I am an Assistant Corporation Counsel in the Office of Michael A. Cardozo, Corporation Counsel of the City of New York, representing defendants City of New York and the New York City Police Department ("City defendants") in the above-referenced matter. City defendants write on behalf of plaintiff and City defendants to provide Your Honor with a fully executed Stipulation and Order of Settlement and Dismissal.

Thank you for your consideration herein.

Respectfully submitted,

/s/

Shawn D. Fabian (SF 4606)
Assistant Corporation Counsel
Special Federal Litigation Division

cc: Uwem Umoh, Esq. (By ECF)
Attorney for Plaintiff
255 Livingston Street, 4th Floor
Brooklyn, New York 11217

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
TYRONE SWINTON,

Plaintiff,

-against-

KEVIN ADAMS, THE LITTLE SNACK HOUSE,
THE CITY OF NEW YORK, NEW YORK CITY
POLICE DEPARTMENT, P.O. "JANE DOE" AND
"JOHN DOE" 1 'through' 10 inclusive, the names of
the last defendants being fictitious, the true names of
the defendants being unknown to the plaintiff,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

07-CV-2274 (ARR)(RML)

-----X

WHEREAS, plaintiff commenced this action by filing a complaint on or about June 6, 2007, alleging that defendants City of New York and the New York City Police Department ("City defendants") violated plaintiff's federal civil and state common law rights; and

WHEREAS, City defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, plaintiff and City defendants now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action as against City defendants is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against City defendants and to release the City defendants, any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged by plaintiff arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by City defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

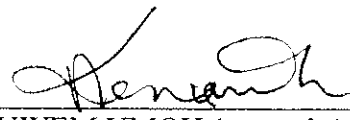
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

UWEM UMOH
Attorney for Plaintiff
255 Livingston Street, Fourth Floor
Brooklyn, New York 11217

By:


UWEM UMOH (NU2233)
Attorney for Plaintiff

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City of New York
Attorney for Defendants City and NYPD
100 Church Street
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(212) 788-0906

By:


SHAWN FABIAN (SF4606)
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.